

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION**

RONNIE WILLIAMS PAMELA WILLIAMS, and DEBRA WHEATFALL	* * * * * * * *	CIVIL ACTION NO. JUDGE MAGISTRATE
VERSUS	*	
CELADON TRUCKING SERVICES, INC. ILLINOIS NATIONAL INSURANCE COMPANY, and RONALD ALEXANDER GHOSTON	* * * *	

NOTICE OF REMOVAL

Defendant, Celadon Trucking Services, Inc. (“Celadon”), hereby removes the action captioned “*Ronnie Williams, Pamela Williams, and Debra Wheatfall v. Celadon Trucking Services, Inc., et al.*” bearing case number 2017-2350 on the docket of the 14th Judicial District Court for the Parish of Calcasieu, State of Louisiana, to the United States District Court for the Western District of Louisiana. In support of this notice of removal, Defendants plead the following grounds:

I.

On June 23, 2017, this civil action was filed on behalf of plaintiffs, Ronnie Williams, Pamela Williams, and Debra Wheatfall (collectively “Plaintiffs”), in the 14th Judicial District Court for the Parish of Calcasieu, State of Louisiana, bearing case number 2017-2350, Division “B.” It is alleged that on June 24, 2016 in Calcasieu Parish, Plaintiffs were involved in a collision between the vehicle owned and driven by Mr. Williams, in which Ms. Williams and Ms. Wheatfall were passengers, and a tractor trailer owned by Celadon and operated by Ronald Alexander Ghoston. Plaintiffs seek to recover damages for personal injuries and damages allegedly sustained as a result of the accident. Plaintiffs further allege that their injuries were caused by the negligence of Mr. Ghoston, as well as

the vicarious liability of Celadon. Plaintiffs also name Illinois National Insurance Company as a defendant in this matter. *See generally*, Petition for Damages.

II.

Plaintiffs, Ronnie Williams, Pamela Williams, and Debra Wheatfall, were at the time of filing of this action, and still are, domiciled in Texas.

III.

Defendant, Ronald Alexander Ghoston, was at the time of the filing of this action, and still is, a resident and domiciliary of Louisiana.

IV.

Defendant, Celadon, was at the time of the filing of this action, and still is, a foreign corporation incorporated under the laws of New Jersey, with its principal place of business in Indiana.

V.

Defendant, Illinois National Insurance Company, was at the time of the filing of this action, and still is, a foreign insurance company incorporated under the laws of Illinois, with its principal place of business in New York.

VI.

No named defendant has yet to be served in the record with the Petition for Damages.

VII.

It is not apparent on the face of the Petition that the action is within the original jurisdiction of this Court under the provisions of 28 U.S.C. §1332; specifically, the Petition does not show that the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

VIII.

The Petition fails to describe with any degree of specificity the scope and/or extent of the alleged injuries or damages sustained by Plaintiffs. Instead, the Petition simply alleges that each Plaintiff sustained “various severe and permanently disabling injuries,” for which they seek to recover damages for past, present, and future physical pain and suffering, past, present, and future mental anguish and/or emotional distress, past, present, and future disability and/or impairment, past, present, and future lost wages and/or loss of earning capacity, past, present, and future loss of enjoyment of life, past, present, and future medical expenses, and all other relevant damages. The Petition also fails to specify with any detail the medical treatment each Plaintiff received for his or her respective injuries. *See generally*, Petition for Damages.

IX.

Prior to Plaintiffs’ filing of the instant lawsuit, Celadon received written correspondence from Plaintiff Counsel containing a settlement demand on behalf of Pamela Williams, which put Celadon on notice that the amount in controversy exceeds \$75,000, exclusive of interest and costs, in this case involving diverse parties. This correspondence included a demand in the amount of \$120,000, and explained that Ms. Williams had sustained bulging discs and disc protrusions in her cervical and thoracic spine, for which she has been taking medication and using a TENS unit, and for which she received physical therapy for a duration of time. *See* Demand Letter for Pamela Williams, attached hereto as **Exhibit “A.”**

X.

Quantum research also reveals that actions involving spinal injuries and treatment similar to those alleged by Ms. Williams place the amount in controversy in excess of \$75,000, exclusive of interest and costs. *See e.g. Piazzola v. Behrman Chiropractic Clinic, Inc.*, 601 So.2d 1378 (La. 1992); *Smith v. Goetzman*, 97-0968 (La. App. 1 Cir. 9/25/98); 720 So.2d 39; *Peoples v. Fred’s Stores of Tennessee, Inc.*, 09-1270 (La. App. 3 Cir. 2010); *Strother v. Continental Casualty Ins. Co.*, 05-1094 (La. App. 3 Cir.

11/22/06); 944 So.2d 774. *See also*, Affidavit of M. Davis Ready, attached hereto as **Exhibit “B,”** at ¶ 8.

XI.

Considering all of the above, this is a civil action within the original jurisdiction of this Court under the provisions of 28 U.S.C. §1332, and is thus removable to this Court pursuant to the provisions of 28 U.S.C. §1441, *et seq.*, because at least one named plaintiff’s amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states. *See, e.g., Exxon Mobil Corp. v. Allapattah Services, Inc.*, 545 U.S. 546, 125 S.Ct. 2611, 162 L.Ed.2d 502 (2005).

XII.

In compliance with 28 U.S.C §1446(a), a copy of all process, pleadings and orders filed in state court are attached as **Exhibit “C,”** *in globo*, and made a part hereof.

XIII.

In compliance with the requirements of 28 U.S.C. § 1446(b)(2), “all defendants who have been properly joined and served” have joined in the removal of this action. Since no defendant has yet to be served with the Petition for Damages, Celadon is removing this matter on its own behalf, and the consent of the other named defendants is unnecessary.

XIV.

In compliance with the requirements of 28 U.S.C. § 1446(b)(3), this notice of removal is filed “30 days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based.”

XV.

In compliance with 28 U.S.C. §1446 (d), Celadon hereby certifies that notice of removal is being served contemporaneously herewith to all adverse parties, and to the Clerk of Court of the

14th Judicial District Court for the Parish of Calcasieu, State of Louisiana.

WHEREFORE, defendant, Celadon Trucking Services, Inc., prays that this cause be removed from the 14th Judicial District Court for the Parish of Calcasieu, State of Louisiana, to this Honorable Court, to proceed thereafter in the United States District Court for the Western District of Louisiana.

Respectfully submitted,

/s/ M. Davis Ready

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Attorneys for Defendant, Celadon Trucking Services, Inc.

CERTIFICATE OF SERVICE

I hereby certify that Notice of this filing has been served upon all counsel of record listed below by facsimile, by hand delivery or by placing a copy of same in the United States mail, postage prepaid and properly addressed, this **5th** day of **July**, 2017:

Ronnie Williams, Pamela Williams, and Debra Wheatfall

Through their counsel of record:

Brian C. Colomb

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/s/ M. Davis Ready